

**IT IS THE VENDOR'S RESPONSIBILITY TO
CHECK FOR ADDENDA PRIOR TO SUBMITTING PROPOSALS**

NOTICE TO BIDDERS SPECIFICATION NO. 04-188

The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid for:

Annual Requirements for Kennel Service

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon Wednesday, July 28, 2004 in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above.

Specification # 04-188
Annual Requirements for Kennel Service

1. SCOPE

- 1.1 The City requires a one facility to kennel captured and stray animals in the maintenance of an animal control program.
 - 1.1.1 The program requires a one stop location to allow Citizens the ability to locate lost animals at one location.
- 1.2 The awarded Contractor shall provide and maintain, at its own cost and expense, an animal shelter and kennel facility.
- 1.3 The awarded Contractor shall provide for those animals delivered to the shelter by the City Animal Control program euthanasia and disposal, boarding, feeding and supervision of the animals.
- 1.4 During the term of this contract such animal shelter and kennel facility will be accessible to the citizens of the City of Lincoln, except on City holidays, on a regular basis of:
 - 1.4.1 Mon, Tues, Thurs, Fri 8:30 a.m. - 6:00 p.m.
 - 1.4.2 Wednesday 9:00 a.m. - 6:00 p.m.
 - 1.4.3 Saturday 9:30 a.m. - 1:00 p.m.
 - 1.4.4 Sunday 1:00 p.m. - 4:00 p.m.
 - 1.4.5 Holidays shall mean: Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Jr. Birthday, President's Day, Memorial Day, Fourth of July and Easter.
 - 1.4.5.1 All holidays except Easter are recognized as City Holidays.
 - 1.4.5.1.1 Easter is a holiday that may be acceptable provided the awarded Contractor gives it to their staff.
 - 1.4.5.2 When any City Holiday falls on a weekend and City offices will be closed on a Friday or Monday, those days will be recognized as a holiday.
- 1.5 The awarded Contractor will agree to display impounded animals so citizens can claim lost animals.
- 1.6 The awarded Contractor shall provide access to those portions of the shelter to the City and Health Director or his/her representative for the purpose of kenneling impounded animals during non-office hours.
- 1.7 The hours of citizen accessibility must be stated in the Bid Proposal and will be a part of the final analysis.

2. SERVICES

- 2.1 The awarded Contractor shall provide the following services to the City:
 - 2.1.1 Boarding and/or disposition of the animal delivered to the shelter by the City, euthanasia or adoption, and the disposal of animal remains.
 - 2.1.2 Animals impounded for the City shall be held in a segregated kennel unit and be displayed for owner recovery.
 - 2.1.3 Injured impounded animals shall be held in specifically designate cages separate from the healthy impounded animals.
 - 2.1.4 Injured impounded animals shall also be displayed for owner recovery.
 - 2.1.5 Animals held for observation shall be held in specific designated cages and runs in a segregated portion of the kennel.
 - 2.1.6 Except in emergency situations, no more than one adult dog or cat shall be kept per run or cage.
- 2.2 Any such animal that is not reclaimed by the owner and is released by the City, shall then be made available for adoption or shall be euthanized no sooner than 72 hours after being delivered to the shelter.
 - 2.2.1 The Health Director may direct the euthanasia or holding of an animal prior to or beyond the expiration of the 72 hour period.
 - 2.2.2 Holidays listed under Section 1.3 will not be included in the 72 hour holding period.
- 2.3 Observation of any animal involved in a reported bite or suspected of being rabid or delivered to the shelter by the City shall be kept isolated indoors.
 - 2.3.1 The awarded Contractor's veterinarian shall examine the biter animal being held for observation at the end of the 10 day period for signs of rabies.
 - 2.3.2 If the animal can be released to the owner as authorized by the Health Director, the veterinarian shall vaccinate the animal if not current on rabies.
 - 2.3.3 The owner of the animal shall be responsible for all costs incurred.
 - 2.3.4 After a five day period for redemption by the owner or after termination of the observation period, animals may be euthanized unless otherwise authorized by the Health Director.
 - 2.3.5 City impounded animals held for observation must be kept in a tamper proof kennel or cage in addition to being segregated as provided above.
- 2.4 At the direction of the health Director or his/her representative, decapitation of any impounded animal that has been involved in a reported bite or is suspected of being rabid by the Health Director or turned over to the awarded Contractor by the owner.
- 2.5 Provide a refuse container for disposal of dead animals.
 - 2.5.1 Said animals shall be bagged in plastic prior to disposal, except for extremely large animals.

- 2.6 Collection and accounts of all City required fees for animals reclaimed by the owners at the shelter.
- 2.7 The awarded Contractor must screen animals for physical condition, disease and care requirements in accord with the policies and procedures of the contractor.
- 2.8 The daily cleaning of kennels and cages including disinfection should be documented in a policy and procedure of the awarded Contractor made available for inspection by the governing authority.
- 2.9 Efforts to assure sanitation, disease control and insect/pest control measures should be documented in a policy and procedure of the awarded Contractor made available for inspection by the governing authority.
- 2.10 Unclaimed City impounded animals released for disposition by the city that are not known to have exhibited vicious tendencies or other serious behavioral disorder may be placed for adoption by the awarded Contractor .
- 2.11 At least one clean empty kennel or cage shall be available for the housing of injured animals.
 - 2.11.1 Said kennel shall include a raised platform with blankets available for use as needed.
- 2.12 All news media contacts and questions regarding City impounded animals shall be referred to the Health Director or his/her representative.
 - 2.12.1 The awarded Contractor shall not initiate any publicity regarding any City impounded animals.
- 2.13 The following veterinary services shall be provided during the normal day shift work week:
 - 2.13.1 If Animal Control rescues or impounds an injured animal and cannot locate the owner or his veterinarian, the Contractor's veterinarian shall examine and treat the animal as appropriate to reduce pain and suffering to a minimum humane level or stabilize the animal until the owner can be located for further treatment by her/his veterinarian.
 - 2.13.2 If Animal Control impounds animals from a cruelty/neglect investigation, the veterinarian shall examine the animal(s), document the health condition of the animal(s), and provide appropriate humane care to minimize pain and suffering.
 - 2.13.3 The veterinarian shall provide perform spaying and neutering of cats and dogs as requested by the Health Director as related to the City's low income assistance program.

- 2.13.4 If the veterinarian shall have examined an impounded animal and determined it should be euthanized due to the extend of its injuries and/or being in such diseased condition, that it is in intense pain and suffering; and that it is in the judgement of the veterinarian that this injury or disease will result in the animal's death; that Animal Control has been notified and concurs with the determination; the veterinarian shall be authorized to euthanize said animal.
- 2.13.5 The City acknowledges the veterinarian will not be always immediately available, such as being in surgery or on leave or off duty, and an alternative veterinarian may need to be located by Animal Control for unscheduled veterinary care for impounded injured or cruelty/neglected animals.
- 2.14 The Contractor shall maintain the fenced area with automatic closing gate for unloading animals from Animal Control vehicles to prevent escape of the impounded animals.

3. TERM AND COMPENSATION

- 3.1 The term of the contract will be for one (1) year increments beginning October 1, 2004 and ending September 30, 2005 there-after renewable to be reviewed annually for an additional mutually agreeable one (1) year renewal option.
- 3.2 The awarded Contractor shall be paid per month for the year beginning October 1, 2004 and ending September 30, 2005.
- 3.3 Payment shall be made on the first day of the month following the month services are performed with the first payment beginning on November 1, 2004.

4. FEES

- 4.1 City will not act as an intermediary and collect the established contract fees for adoption, surrender, administrative, veterinary care, or disposal and will not deliver said fees or animals to the awarded Contractor .

5. VACCINATION

- 5.1 All Staff in contact with animals under the provision of this agreement shall receive pre-exposure immunization for rabies at the awarded Contractors expense.
 - 5.1.1 The Department may provide testing, immunization, and booster shots at the cost of the test or vaccine.
- 5.2 As required by the Lincoln Municipal Code, all bites shall be reported to the Animal Control Program of the Health Department.
- 5.3 Every six months the awarded Contractor shall provide documentation that all staff have been pre vaccinated for rabies.
- 5.4 The Contractor shall maintain a written record of employees, their immune status, dates of tests and dates of immunization or boosters.

6. POLICY AND PROCEDURE

- 6.1 Policy and procedure relating to the performance of a contract shall be reviewed and approved by both parties prior to the start of any contract year.

7. REPORTS AND FEES COLLECTED

- 7.1 The Contractor shall submit to the City:
- 7.1.1 The number of City animals impounded and the number of days each animal was held in the shelter each month.
 - 7.1.2 The number of animals held for observation each month.
 - 7.1.3 The number of decapitated animals each month.
 - 7.1.4 On a weekly basis, all City fees will be collected.
 - 7.1.5 Annual income and expenditure report related to the performance of the contract.
 - 7.1.6 The number of animals euthanized and the number released for adoption each month.

8. AUDIT

- 8.1 The awarded Contractor will allow the City or the Health Director or his/her representative shall have access to documents, papers, etc. prepared by the Contractor in the fulfillment of this contract for the purpose of audit and examination.

9. INSURANCE

- 9.1 The awarded Contractor will be considered an independent Contractor and not an agent of the City in connection with the performance of the kennel facility under this agreement.
- 9.2 The Contractor agrees to provide bodily injury liability insurance for not less than \$300,000 per occurrence and property damage liability not less than \$50,000 per occurrence which names the City of Lincoln and Lancaster County Health Department named additional insured and providing for at least ten days notice to the City should such policy be materially altered or cancelled.
- 9.3 The Contractor further agrees that it will maintain Workmen's Compensation coverage for all its employees as provided by State Law.

10. INDEMNIFICATION

- 10.1 The Contractor hereby agrees to save and hold harmless the City of Lincoln from any and all loss or damage arising from or out of the Contractor's performance under this contract, as well as to indemnify the City from any damage resulting from the acts of negligence of the Contractor or any of its employees; and the City hereby agrees to save and hold harmless the Contractor from any or all loss or damage or claims for damages arising from or out of the negligence of the City or any of its employees.

11. **APPLICABLE LAWS**

11.1 The awarded Contractor will abide by all applicable Federal, State and Local laws and regulations which apply to the performance of this contract if awarded a contract.

12. **ORDINANCE INTERPRETATION**

12.1 All interpretation and applications of the Lincoln Municipal Code shall be referred to the City.

13. **ATTACHMENTS**

13.1 A summary annual report of animals collected and held is included.

PROPOSAL
SPECIFICATION NO. 04-188
BID OPENING TIME: 12:00 NOON
DATE: Wednesday, July 28, 2004

The undersigned, having full knowledge of the requirements of the City of Lincoln for the below listed phases and the contract documents (which include Notice, Instructions, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to enter into a contract with the City the below listed fees for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for fees listed below.

ADDENDA RECEIPT: The receipt of addenda to the specification numbers _____ through _____ are hereby acknowledged. Failure of any submitter to receive any addendum or interpretation of the specifications shall not relieve the submitter from any obligations specified in the request. All addenda shall become part of the final contract document.

Item	Description	Monthly cost	Total Yearly Cost
1.	One (1) year of Kenneling Service as described in specification.	\$ _____	\$ _____

NO BID SECURITY REQUIRED

TERM OF AGREEMENT is one (1) year, October 1, 2004 through September 30, 2005.

Contract Extension Renewal is an option: Yes ____ No ____

TERM PRICE CLAUSE: BIDDER MUST STATE

- (a) Bid prices firm for the full contract period: _____; or
(b) Bid prices subject to escalation/de-escalation: _____.
(c) If (b), state period for which prices will remain firm:
Through _____.

INTER-LOCAL PURCHASING: The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized inter-local purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicated on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

____ YES ____ NO

If "YES", Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

COMPANY REPRESENTATIVE responsible for the administration of this Agreement:

NAME: _____
TITLE: _____
PHONE NO. _____
E-Mail _____

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. 04-188

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE No. FAX No.

(Date)

EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER

ESTIMATED DELIVERY DAYS

E-MAIL ADDRESS

TERMS OF PAYMENT

Bids may be inspected in the Purchasing Division offices during normal business hours, after tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at: lincoln.ne.gov Keyword: Bid

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.

- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

- 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
- 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. EQUAL OPPORTUNITY

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

4. DATA PRIVACY

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

5. BIDDER'S REPRESENTATION

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

8. ADDENDA

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

9. ANTI-LOBBYING PROVISION

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

10. BRAND NAMES

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number

from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

- 10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

11. DEMONSTRATIONS/SAMPLES

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 11.2 Such demonstration can be at the City delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

12. DELIVERY

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

13. WARRANTIES, GUARANTEES AND MAINTENANCE

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 13.1.1 Manufacturer's warranties and/or guarantees.
 - 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the City that all software/firmware/hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
 - 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
 - 13.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/

hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.

- 13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

14. ACCEPTANCE OF MATERIAL

- 14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 14.2 Material delivered under this proposal shall remain the property of the bidder until:
- 14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
- 14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

15. BID EVALUATION AND AWARD

- 15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 15.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.
- 15.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

16. INDEMNIFICATION

- 16.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 16.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

17. TERMS OF PAYMENT

- 17.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

18. LAWS

- 18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

19. AFFIRMATIVE ACTION

- 19.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

20. LIVING WAGE

- 20.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change up or down every July.

SPECIAL PROVISIONS FOR COMMODITY TERM CONTRACTS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. ESTIMATED QUANTITIES

- 1.1 The quantities set forth in the specification document are approximate and represent the estimated requirements of the City for the contract period.
- 1.2 Items listed may or may not be inclusive of City requirements for this category.
- 1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
- 1.4 The unit prices and the extended total prices shall be used only as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City shall be neither obligated nor limited to any specified amount. The City will, if possible, restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

2. CONTRACT PERIOD

- 2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract and ending one (1) year from that date, or as otherwise indicated on the proposal form.
- 2.2 The City is interested in a one (1) year contract, with the option to renew for additional one (1) year periods, not to exceed three (3) such renewals. Bidder must indicate on the proposal form if extension renewals are an option. By mutual consent of both parties it is understood and agreed that the contract may be renewed only at the same prices and/or under the same conditions governing the original contract; and any request for an increase in price or a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the current contract period.

3. BID PRICES

- 3.1 Bidders must state on the proposal form if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
- 3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable to the City:
 1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
 2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
 3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
 4. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.

5. Approved price changes are not applicable to orders already issued and in process at time of price change.
6. The City reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
7. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City.
8. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
9. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be at no cost to the City.

4. CONTRACT AWARD NOTIFICATION

- 4.1 The Purchasing Division will issue a Contract Award Notification to all successful bidders. Such contract award notification will incorporate the City's specifications, and may incorporate the bidder's specifications.
- 4.2 No action need be taken by the contractors at time of receipt of such Contract Award Notification.
- 4.3 Orders for materials will be made as needed by the various City Departments.

5. QUARTERLY REPORT

- 5.1 The contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
- 5.2 Such quarterly report shall itemize the following information:
 1. Each ordering department.
 2. Items and quantities purchased by department.
 3. Total dollar amount of purchases by department.

INSURANCE CLAUSE TO BE USED FOR ALL CITY CONTRACTS

The Contractor shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the City of Lincoln for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the City of Lincoln, Nebraska.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by the City Attorney for the City of Lincoln, nor shall the Contractor allow any sub-contractor to commence work on his subcontract until all similar insurance required of the sub-contractor has been so obtained and approved.

A. Worker's Compensation Insurance and Employer's Liability Insurance

The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in this state covering all his employees, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$100,000 in an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain common law liability insurance on his employees.

State	Statutory
Applicable Federal	Statutory
Employer's Liability	\$100,000

B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, General Liability Insurance, naming and protecting him and the City of Lincoln, its officials, employees and volunteers as insured, against claims for damages resulting from (a) bodily injury, including wrongful death, (b) personal injury liability, and (c) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

A. Bodily Injury/Property Damage	\$1,000,000 each Occurrence
	\$2,000,000 Aggregate
B. Personal Injury Damage	\$1,000,000 each Occurrence
C. Contractual Liability	\$1,000,000 each Occurrence
D. Products Liability & Completed Operations	\$1,000,000 each Occurrence

2. The General Liability Insurance required by the preceding paragraph shall include the following extensions of coverage:
 - (a) The coverage shall be provided under a Commercial General Liability form or similar thereto.
 - (b) X.C.U. Coverage - if the contract requires any work procedures involving blasting, excavating, tunneling or other underground work, the liability coverage shall include Standard Blasting or Explosion Coverage, Standard Collapse Coverage, and Standard Underground Coverage commonly referred to as XCU Property Damage Liability.
 - (c) The property damage coverage shall include a Broad Form Property Damage Endorsement or similar thereto.
 - (d) Contractual Liability coverage shall be included.
 - (e) Products Liability and/or Completed Operations coverage shall be included.
 - (f) Personal Injury Liability coverage shall be included.

C. Automobile Liability Insurance

The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury and Property Damage \$1,000,000 Combined Single Limit

D. Builder's Risk Insurance (For Building Construction Contracts Only)

Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide and maintain fire, extended coverage, vandalism, and malicious mischief insurance, covering such building in an amount equal to one-hundred percent (100%) of the contract amount (minimum), as specified herein.

Losses, if any, shall be made payable to the City of Lincoln and Contractor as their interest may appear. A Certificate of Insurance evidencing such insurance coverage shall be filed with the City of Lincoln by the time work on the building begins and such insurance shall be subjected to the approval of the City Attorney.

E. Minimum Scope of Insurance

All Liability Insurance policies shall be written on an "occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the City of Lincoln.

F. Certificate of Insurance

All certificates of insurance shall be filed with the City of Lincoln on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage required by the preceding Sections A, B, C, D, and showing the City of Lincoln as a named additional insured. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days, notice of cancellation, non-renewal or any material reduction of insurance coverage.

CITY OF LINCOLN
ANIMAL CONTROL
SHELTER DATA REPORT
FROM 2003-09-01 THRU 2004-08-31

23:36 Friday, May 14, 2004 1

			SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	TOTAL
DOGS	HELD											
	1	# OF ANIMALS	125	107	125	100	76	80	107	115	15	850
	2	# OF ANIMALS	20	18	5	13	4	21	13	18	3	115
	3	# OF ANIMALS	5	7	10	5	5	5	5	8	NONE	50
	>3	# OF ANIMALS	66	51	64	67	48	46	67	44	NONE	453
	TOTAL	# OF ANIMALS	216	183	204	185	133	152	192	185	18	1468
CATS	HELD											
	1	# OF ANIMALS	9	8	10	8	4	9	13	9	2	72
	2	# OF ANIMALS	3	11	5	2	2	3	8	7	2	43
	3	# OF ANIMALS	1	5	2	4	NONE	5	6	4	2	29
	>3	# OF ANIMALS	153	166	131	129	114	123	113	103	NONE	1032
	TOTAL	# OF ANIMALS	166	190	148	143	120	140	140	123	6	1176
OTHR	HELD											
	1	# OF ANIMALS	NONE	5	3	1	NONE	1	7	5	1	23
	2	# OF ANIMALS	2	1	NONE	NONE	NONE	1	2	5	NONE	11
	3	# OF ANIMALS	1	NONE	NONE	NONE	NONE	NONE	1	3	NONE	5
	>3	# OF ANIMALS	20	11	7	3	6	11	5	8	NONE	71
	TOTAL	# OF ANIMALS	23	17	10	4	6	13	15	21	1	110
DOGS	HELD											
	1	TOT ANI DAYS	125	107	125	100	76	80	107	115	15	850
	2	TOT ANI DAYS	40	36	10	26	8	42	26	36	6	230
	3	TOT ANI DAYS	15	21	30	15	15	15	15	24	NONE	150
	>3	TOT ANI DAYS	409	313	364	503	285	314	450	263	NONE	2901
	TOTAL	TOT ANI DAYS	589	477	529	644	384	451	598	438	21	4131

CITY OF LINCOLN
ANIMAL CONTROL
SHELTER DATA REPORT
FROM 2003-09-01 THRU 2004-08-31

23:36 Friday, May 14, 2004 2

				SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	TOTAL
CATS	HELD	1	TOT ANI DAYS	9	8	10	8	4	9	13	9	2	72
		2	TOT ANI DAYS	6	22	10	4	4	6	16	14	4	86
		3	TOT ANI DAYS	3	15	6	12	NONE	15	18	12	6	87
		>3	TOT ANI DAYS	857	965	746	890	680	992	811	615	NONE	6556
		TOTAL	TOT ANI DAYS	875	1010	772	914	688	1022	858	650	12	6801
OTHR	HELD	1	TOT ANI DAYS	NONE	5	3	1	NONE	1	7	5	1	23
		2	TOT ANI DAYS	4	2	NONE	NONE	NONE	2	4	10	NONE	22
		3	TOT ANI DAYS	3	NONE	NONE	NONE	NONE	NONE	3	9	NONE	15
		>3	TOT ANI DAYS	115	65	39	17	25	56	38	48	NONE	403
		TOTAL	TOT ANI DAYS	122	72	42	18	25	59	52	72	1	463
TOTAL		# OF ANIMALS	405	390	362	332	259	305	347	329	25	2754	
DOGS	HELD	AVG DAYS	2.7	2.6	2.6	3.5	2.9	3.0	3.1	2.4	1.2	2.8	
CATS	HELD	AVG DAYS	5.3	5.3	5.2	6.4	5.7	7.3	6.1	5.3	2.0	5.8	
OTHR	HELD	AVG DAYS	5.3	4.2	4.2	4.5	4.2	4.5	3.5	3.4	1.0	4.2	
HELD		# OF ANIMALS	405	390	362	332	259	305	347	329	25	2754	
		TOT ANI DAYS	1586	1559	1343	1576	1097	1532	1508	1160	34	11395	
		AVG DAYS	3.9	4.0	3.7	4.7	4.2	5.0	4.3	3.5	1.4	4.1	

CITY OF LINCOLN
ANIMAL CONTROL
SHELTER DATA REPORT
FROM 2003-09-01 THRU 2004-08-31

23:36 Friday, May 14, 2004 3

			SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	TOTAL
CLAIM	# OF ANIMALS	DOGS	149	136	141	118	85	101	126	136	17	1009
		CATS	15	19	13	14	6	12	20	19	4	122
		OTHR	2	3	1	NONE	NONE	1	3	3	NONE	13
	PERCENT	DOGS	69.0	74.3	69.1	63.8	63.9	66.4	65.6	73.5	94.4	68.7
		CATS	9.0	10.0	8.8	9.8	5.0	8.6	14.3	15.4	66.7	10.4
		OTHR	8.7	17.6	10.0	0.0	0.0	7.7	20.0	14.3	0.0	11.8
SLEEP	# OF ANIMALS	DOGS	41	26	26	31	19	20	25	29	NONE	217
		CATS	112	149	105	94	73	69	79	80	2	763
		OTHR	13	10	5	1	1	5	9	12	1	57
	PERCENT	DOGS	19.0	14.2	12.7	16.8	14.3	13.2	13.0	15.7	0.0	14.8
		CATS	67.5	78.4	70.9	65.7	60.8	49.3	56.4	65.0	33.3	64.9
		OTHR	56.5	58.8	50.0	25.0	16.7	38.5	60.0	57.1	100.0	51.8
ADOPT	# OF ANIMALS	DOGS	26	21	37	36	29	31	41	20	1	242
		CATS	39	22	30	35	41	59	41	24	NONE	291
		OTHR	8	4	4	3	5	7	3	6	NONE	40
	PERCENT	DOGS	12.0	11.5	18.1	19.5	21.8	20.4	21.4	10.8	5.6	16.5
		CATS	23.5	11.6	20.3	24.5	34.2	42.1	29.3	19.5	0.0	24.7
		OTHR	34.8	23.5	40.0	75.0	83.3	53.8	20.0	28.6	0.0	36.4
CLAIM	# OF ANIMALS		166	158	155	132	91	114	149	158	21	1144
	PERCENT		41.0	40.5	42.8	39.8	35.1	37.4	42.9	48.0	84.0	41.5
SLEEP	# OF ANIMALS		166	185	136	126	93	94	113	121	3	1037
	PERCENT		41.0	47.4	37.6	38.0	35.9	30.8	32.6	36.8	12.0	37.7
ADOPT	# OF ANIMALS		73	47	71	74	75	97	85	50	1	573
	PERCENT		18.0	12.1	19.6	22.3	29.0	31.8	24.5	15.2	4.0	20.8